

REQUEST FOR PROPOSAL WITH SPECIFICATIONS

CITY OF WEST UNIVERSITY PLACE



**CITY OF WEST UNIVERSITY PLACE
3800 UNIVERSITY BLVD
WEST UNIVERSITY PLACE, TEXAS 77005**

RESPONSES DUE MARCH 31, 2016

REQUEST FOR PROPOSAL (RFP) 16-0301RS

WATER AND SEWER COST OF SERVICE AND RATE DESIGN STUDY

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INTRODUCTION

The City of West University Place, Texas (the "City") is requesting proposals from qualified professional service firms for a water and sewer cost of service and rate design study for the City. This includes an independent assessment and evaluation of the City's existing rates and charges in relation to the cost of service to provide water and sewer, as well as potential charges that might either be added for specific services and/or discounts for conservation measures undertaken by the customers.

The proposal shall be submitted to the City in a sealed envelope in accordance with Texas Government Code 2254.

The City will place strong emphasis in working with a firm that has experience in working with State and Local Governments and has a proven track record of using innovative approaches to the services that represent the best value to their clients. The awarded individual or business shall have the ability to accomplish all aspects of the requested services. The selected individual or firm should be able to provide innovative methods to deal with municipal challenges and cost effective solutions.

If you are interested in being considered as a provider for this service, please submit four (4) copies of your proposal to:

City of West University Place
Thelma Lenz
City Secretary
3800 University Blvd
West University Place, TX 77005

Due Date: On or before 2:00 p.m. Central Standard Time, on Thursday, March 31, 2016. Actual receipt is required by that time. Deposit in the mail is not sufficient. Submittals by FAX or E-MAIL are NOT acceptable and will be rejected. Candidates should not rely on any oral communication concerning this RFP and oral responses will have no binding effect.

All proposals shall be in a sealed envelope clearly marked "**Proposal for Water and Sewer Cost of Service and Rate Design Study**".

Each proposal shall be manually signed in ink by a person having the authority to execute contracts on behalf of the firm and placed in a single sealed envelope. All figures must be written in ink, printer or typewriter. Figures written in pencil or erasures are not acceptable. Mistakes may be crossed out, corrections inserted and initialed by the person signing the proposal. Proposals cannot be altered or amended after the submission deadline.

RESERVATIONS

The City, through its duly authorized officials, reserves the right to reject any, part of, or all proposals and to waive any formality pertaining to any proposal, without the imposition of any form of liability. The City also reserves the right to award this proposal to the most qualified proposer or to the proposer that offers the best value to the City taking into consideration the evaluation criteria contained herein, in the opinion of the City.

BACKGROUND

The City was incorporated in 1924 and encompasses approximately two square miles located a few blocks south of U.S. Highway 59 (the "Southwest Freeway") and approximately five miles from downtown Houston, Texas. The City is completely surrounded by the cities of Houston, Bellaire and Southside Place.

The water system consists of pumping, storage and distribution facilities. The pumping facilities include 2 water wells and 2 booster stations. The storage consists of four ground storage tanks and two water towers. The distribution network consists of approximately 40 miles of buried piping, 1200 main valves, and 340 fire hydrants.

The City provides water and sewer services to approximately 5,509 water, 629 irrigation and 5,419 sewer customer accounts through the use of a self-supporting water and sewer enterprise fund. The difference in the total number of water and total number of sewer customers can fluctuate and is due to builder accounts and city accounts. Builders in the construction process are not charged for sewer service. Additionally, city accounts do not have sewer service and are metered for water usage information purposes only.

The water is a mixture of well water from city wells, and treated surface water, purchased from the City of Houston. The City of Houston water supply contract establishes a two-part rate for contract treated water service customers comprised of a demand charge and a volume charge. The demand charge is based on the minimum amount of water that the City of Houston will supply to the City in a single day and the volume charge is based on actual usage. Effective April 1, 2015, the minimum amount of water supplied by the City of Houston is 1.092 million gallons per day at a rate of \$2.842 per 1,000 gallons. Water supplied in excess of that minimum is billed at a rate of \$3.547 per 1,000 gallons.

The City operates a two million gallon per day sewer treatment plant located 2801 N. Braeswood Blvd, Houston, TX. There are 12 pump stations and approximately 45 miles of collection piping.

The City bills for water and sewer service using a base charge and an ascending block rate structure. The water and sewer charges are based on the water usage registered at the meter. Rates charged for water and sewer services must be adequate to support maintenance and operations, debt service on utility related debt, pay-as-you-go water and sewer capital improvement programs, and transfers for general and administrative overhead. All accounts, excluding city accounts, are billed monthly based on the readings obtained as of the end of the preceding month. The City's rate structure is in Appendix E, section F.020 of the City's code of ordinances and can be accessed at https://www.municode.com/library/tx/west_university_place/codes/code_of_ordinances.

The City's Comprehensive Annual Financial Report (CAFR) may be accessed at <http://westutx.gov/Archive.aspx?AMID=39>. The 2014 CAFR is the most recently available report.

SCOPE OF SERVICES

The City plans to commission a comprehensive rate study, requiring a qualified consultant or consulting firm. The purpose of the study is to provide the City with information that will support a recommendation to the City Council for adjustments in rates for water and sewer operations. The study will also determine the adequacy and most appropriate rate structure for all utility rates assessed by the City considering such issues as conservation, consumption characteristics of the customer classes, deviation from cost of service principles and fairness and equity implications, and customer understanding. The City expects the rates developed by the study to be adequate for at least two years and the rate schedule to maintain its integrity for at least five years.

The Consultant will analyze and obtain a thorough understanding of the water and sewer fund's financial condition. The analysis is expected to include at minimum:

1. Analysis of historical operating expenses including cost of water delivered and sewer treated.
2. Analysis of continued growth projections, evaluation of the Public Works department's capital improvement program, and determination of funds needed to support the capital improvement program.
3. Analysis of historical demand and consumption characteristics with the purpose of properly classifying and segregating the costs associated with the different functions and customers of the City's utility system.
4. Analysis of existing water and sewer fund financial condition and the planned infrastructure improvements.
5. Analysis of the impact of peak demands on the cost of providing service.

The consultant will develop a schedule of water and sewer rates that have been developed to meet the following objectives:

1. The rates should be based on the respective costs of these services.
2. The rates should be designed to encourage conservation.
3. The rates should be compatible with the existing billing software.
4. The rates should be easy to explain to the customers and other lay persons.

The consultant will develop a computerized rate model that will be provided to the City at the conclusion of the study. The model should be developed with the following characteristics:

1. The model must be developed using Microsoft Excel.
2. The model should allow for updating of consumption patterns by customer and meter classification.
3. The model should allow for updating of operating, debt service and capital costs.
4. The model should include pre-defined graphical presentation of consumption, revenue and expense data.
5. The model should integrate the revenue produced by rates with the water and sewer fund financial plan.
6. The consultant will train city personnel to periodically update model cost factors and develop scenarios by rate, meter and customer class.

The consultant will present the analysis findings with senior management staff, address questions and/or concerns and incorporate management comments into the final recommendations. Additionally, the consultant will be expected to attend a Council work session and a council meeting to present the study recommendations.

PROPOSAL REQUIREMENTS

The City is seeking to contract with a competent firm having experience in performing cost of service studies for municipally owned water utilities. Proposals from qualified firms should include the following information, as a minimum, in the following order to be considered:

- a. Firm Profile: A description of the consulting firm, the physical location of the office from which the work will be performed and where the assigned staff is located, the physical location of the firms' corporate office, and its history and the services offered.
- b. Project Team Profile: A description of the municipal cost of service study project team that will be assigned to the study. Provide resumes of team members including qualifications, any specific training, and their previous experience with projects of similar nature.
- c. Description of Study Understanding: A statement of your understanding of the scope of work.
- d. Work plan: A summary of a work plan, approach, methodology, and tasks necessary for completing the study. Include a brief outline and/or list of information that will be required from City staff. Also include a work plan and approach for a potential presentation to City Council.
- e. Schedule: A description of your proposed schedule and timeline of the project.
- f. Proposed fee: The proposal should contain all pricing information relative to performing the water and sewer rate engagement as described in this request for proposal. The total all-inclusive maximum price is to contain all direct and indirect costs including all out of pocket expenses. The City will not be responsible for expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal.
- g. Rates for Additional Professional Services: If it should become necessary for the City to request the consultant to render any additional services to either supplement the service requested in this request for proposal or to perform additional work as a result of the specific recommendations included in the report issued for the rate study, then such additional work shall be performed only if set forth in an addendum to the contract between the City and the consultant. Any such

additional work agreed to between the City and the consultant shall be performed at the rates set forth in the proposal under the heading "Rates for Additional Services".

- h. References: The proposer should include a complete list of water, sewer, and solid waste rate studies performed by the proposing office in the last five years. The list should include a brief description of the work performed, client contact, and a telephone number. In addition, the proposer should separately list the actual experience of the proposed engagement team by individual member.
- i. Proposers shall provide information showing financial stability and professional liability insurance.

ADDITIONAL INFORMATION

There will be no pre-proposal meeting. If you have questions, comments, or concerns about the request for proposal, please contact Rhonda Daugherty, Finance Director. Please provide any other information you feel would help the Evaluation Committee evaluate your firm for this proposal.

COMMUNICATION

The City shall not be responsible for any verbal communication between any representative of the City and any potential firm. If it becomes necessary to revise any part of the RFP documents, the City will issue a written notice to all known prospective proposers in the form of written addenda. It is the proposer's responsibility to check with the City about any pending or issued addenda to the RFP documents. A proposer's failure to examine relevant documents or specifications will not relieve offeror from any obligation with regard to their response to this RFP.

PAYMENTS

Payment will be made to the contractor within thirty (30) days of receipt of an invoice via Electronic Funds Transfer (EFT). The contractor will provide the necessary information for EFT payment as requested on the included ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION AGREEMENT FOR VENDOR PAYMENTS.

The City will either approve the invoice as submitted; return the invoice indicating in writing the City's reason for refusing to pay the invoice; or the City will make applicable deductions from the contractor's invoice and pay the adjusted amount. The contractor may make necessary corrections to a rejected invoice and resubmit the invoice. The contractor's invoice must show, at a minimum, the following information:

- Purchase Order Number
- Contractor's Representative Requesting Payment
- Applicable Unit Price
- Applicable Billable Quantity
- Extended Invoice Amount (Applicable Unit Price x Applicable Billable Quantity)

All invoices shall be e-mailed to accountspayable@westutx.gov.

A hard copy of the invoice may be mailed to:

City of West University Place
ATTN: Accounts Payable
3800 University Blvd,
West University Place, TX 77005

Hard copy invoices mailed via the United States Postal Service shall be marked as a duplicate or copy, indicating the date the original invoice was sent via e-mail.

CONDITIONS OF CONDUCT

In complying with the Drug Free Workplace Act of 1988, as amended, the City is committed to providing a safe and productive work environment for its employees, ensuring the well-being and safety of its citizens and protecting the integrity of the City through the actions of its employees. The presence or use of illegal drugs or alcohol on the job is prohibited. Further, employees are prohibited from working under the influence of illegal drugs, alcohol, or any other substance which could impair an employee's ability to safely and effectively perform the function of his/her job. The City prohibits the manufacture, distribution, dispensation, possession, sale or use of illegal drugs, intoxicants by employees at any time on-or off duty. Ensuring that while on duty for or acting on behalf of the City, while wearing a City uniform and/or in a City vehicle, while on City premises, that employees will not be impaired by alcohol, intoxicants or have illegal substances present in their systems. Employees will be subject to drug and alcohol testing when a supervisor has reasonable suspicion of drug or alcohol use; after certain accidents; when returning to duty as a result of self-referral; follow-up after a determination that you were in need of assistance in resolving drug or alcohol problems; promoted to a safety-sensitive position; or random testing if you are in a safety-sensitive position.

ETHICAL STANDARD

No City official or employee shall have interest in any contract resulting from this "RFP". Persons with a business relationship with an officer of the City or with a family member of an officer of the City as defined by Chapter 176 of the Texas Local Government Code shall submit the Conflict of Interest Questionnaire, as required by Section 176.006 of that chapter. Additionally, the contractor shall submit Form 1295 - Certificate of Interested Parties as defined by Section 2252.908 of the Local Government Code. A template for both forms is included in this RFP document.

REIMBURSEMENTS

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request and the City will not reimburse responding firms for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

DISCLOSURE

There will be no disclosure of the contents of the proposals to competing firms until the contract is awarded. All proposals will be kept confidential during the negotiation process. All proposals will be open for public inspection once the contract has been awarded except for trade secrets and confidential information which the firm identifies as proprietary.

DEFAULT

The City reserves the right to terminate the contract immediately for failure to meet delivery or completion schedules, or otherwise perform in accordance with the terms of this proposal.

GENERAL SUBMISSION REQUIREMENTS

Inquiries: Inquiries related to terms and conditions of the proposal shall only be answered in written Addendum, which will be mailed, e-mailed or faxed to all known prospective Proposers. It is the Proposer's responsibility to check with the City's Finance Department about any pending or issued Addenda to the RFP documents.

Inquiries concerning the proposal documents or specifications and scope of work may be addressed to:

Rhonda Daugherty, Finance Director
3800 University Blvd.
West University Place, TX 77005
rdaugherty@westutx.gov financedept@westutx.gov

Contact with personnel of the City of West University Place other than Ms. Daugherty regarding this request for proposals may be grounds for elimination from the selection process.

Submission of Proposals: The following material is required to be received by 2:00 P.M. Central Time, on March 31, 2016, for a proposing firm to be considered:

A master copy (marked as such) of a technical proposal and four (4) copies to include the following:

- a. A title page identifying the RFP subject, name and title of contact person, address, telephone number, fax number, email address and date of submission.
- b. A transmittal letter not more than two (2) pages long and include, as a minimum, a brief statement of the proposer's understanding of the work to be performed, a positive commitment to perform the services within the time period specified, and a statement why the firm believes itself to be the best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for ninety (90) days.
- c. Table of Contents
- d. A detailed proposal following the order set in the Proposal Requirements section of this request for proposal.
- e. Executed copies of the following:
 1. Electronic Funds Transfer Authorization Agreement for Vendors (Appendix A),
 2. Form W-9 Request for Taxpayer Identification Number and Certification (Appendix B),
 3. Conflict of Interest Questionnaire (Appendix C),
 4. Form 1295 Certificate of Interested Parties (Appendix D),
 5. Proposer Guarantees (Appendix E),
 6. Proposer Warranties (Appendix F).

SELECTION PROCESS

The City will select the proposal that offers the best combination of required specifications and best value for the City, as determined by the City at its sole discretion, based upon the selection criteria below. Criteria are listed in no specific order.

- a. 25% - Extent and quality of rate study experience of the individual or firm, local office personnel to be involved, based on information provided by the firm as well as references of former and present clients.
- b. 25% - Consultant's ability and willingness to meet the requirements and needs of the City with respect to the study as outlined in this request for proposal and as demonstrated in the proposal.
- c. 20% - Proven ability of the firm to meet work schedules, as well as existing and future time commitments of persons assigned to the project and ability to communicate effectively with the city staff and city council.
- d. 30% - Proposed cost of the engagement.

The award of any contract will be made to the firm which is best qualified, based on the criteria listed above.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected.

The City reserves the right without prejudices to reject any and all proposals submitted without any obligation or payment for costs incurred by the proposing firms. The City reserves the right, where it may serve the City's best interest, to request additional information or clarification from all proposers, to allow corrections of errors or omissions, or to discuss points in the proposal before and after submission, all of

which may be used in forming a recommendation. The City reserves the rights to waive any and all formalities contained within this request for proposal except for the deadline for filing. Proposals received late will not be considered.

Proposals will be assessed using the evaluation criteria and a recommendation will be made by the Evaluation Committee. Subject to the requirements of Local Government Code, Section 252.021, the City Manager or the City Council will award the contract to the most qualified firm. If negotiations with the most qualified proposer are unsuccessful for any reason, the City will formally terminate negotiations with such firm and proceed in order to negotiate with the next most qualified firm until an agreement is reached.

Notification of proposal acceptance will be by written formal contract between both parties, followed by a purchase order.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion has been omitted.

EQUAL EMPLOYMENT OPPORTUNITY

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their age, race, religion, color, creed, sex or national origin.

INDEMNIFICATION

Proposer hereby agrees to release, indemnify, defend, and hold harmless the City of West University Place, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance of contractor, its officers, officials, employees, agents, or assigns. The City of West University Place does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Texas State Laws and related statutes.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

In connection with performance of work under this contract, offeror agrees that no qualified individual with a disability, as defined by the Americans with Disabilities Act, shall, by reason of such disability, be excluded from participation and the benefits of services, programs, or activities, including employment, or be subjected to discrimination. The offeror is specifically notified that it is subject to all employment requirements listed under Title I of the Americans with Disabilities Act by virtue of its contract with the City, a public entity. The offeror is specifically notified that it is subject to federal requirements to assure participation and access to public facilities, programs, and activities under Title II of the Americans with Disabilities Act by virtue of its contract with the City, a public entity. These requirements mandate separate or special programs or reasonable modification of existing programs, services, and activities without surcharge to disabled individuals as long as safety is not compromised. The offeror shall provide a similar notice to its subcontractors.

DISPUTE RESOLUTION

If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the parties cannot resolve the dispute and if all parties agree, it may be submitted to either mediation or arbitration. If the parties cannot agree to either mediation or arbitration, any party may commence an action in a court of competent jurisdiction in Harris County, Texas. Unless

otherwise provided in this contract, the parties shall continue to perform according to the terms and conditions of the contract during the pendency of any litigation or other dispute resolution proceeding. The parties further agree that all parties necessary to the resolution of a dispute shall be joined in the same litigation or other dispute resolution proceeding. This language relating to dispute resolution shall be included in all contracts pertaining to this project so as to provide for expedient dispute resolution.

NON-DEBARMENT CLAUSE

Contractor hereby certifies that neither it nor any of its principal officers or officials has ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any governmental entity. Contractor further agrees and certifies that this clause shall be included in any subcontract of this contract.

INTERVIEWS

After written proposals are received and initially evaluated, the City may require one or more of the Candidates to provide an oral presentation as a supplement to their proposals. Any Candidate required to interview should be prepared to discuss and substantiate any area of their proposal. The City is under no obligation to grant interviews to any Candidate receiving a copy of this RFP and/or submitting a written proposal in response to this RFP.

PROPOSAL AGREEMENT AND CERTIFICATION

The Undersigned Agrees That:

- A. No Federal, State, County or Municipal taxes have been included in the quoted prices and none will be added.
- B. Prices in this proposal have not knowingly been disclosed with any other provider and will not be prior to award.
- C. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- D. No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- E. The individual signing this proposal certifies that he/she is a legal agent of the proposer, authorized to represent the proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.

- F. Agent shall **initial** each applicable item below to certify acknowledgement.

_____ Initial to indicate the required proposal submittals are enclosed.

_____ Initial to acknowledge receipt of addendum and/or amendment
(if applicable).

(Company Name)

(Name of Authorized Agent – Printed)

(Street Address / P.O. Box)

(Authorized Agent Signature)

(City / State / Zip Code)

(Date)

(Phone)

Appendix A



**City of
West University
Place, Texas**

3800 University Boulevard • Houston, Texas 77005

**ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION
AGREEMENT FOR VENDOR PAYMENTS**

PAYOR: City of West University Place

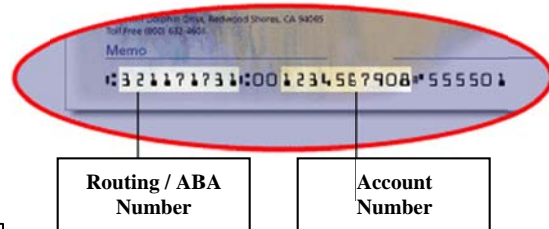
I hereby authorize the City of west University Place to initiate ACH deposits to my bank account.

Financial Institution Name

Bank Phone #

Routing / ABA No.

Account No.



Type of Account: Checking ☐ Savings ☐

Note: Please attach a copy of a voided check for account verification or have this form completed by your financial institution.

This agreement is to remain in effect until the City of West University Place has received written notification of its termination in such time and such manner as to afford the City of West University Place and the financial institution a reasonable opportunity to act on it. **This agreement acknowledges that I am responsible for the account number and the Transit / ABA number listed above and indemnify the City against loss or damage from delayed payments resulting from incorrect or incomplete Account and/or Routing / ABA numbers.**

Vendor Name (printed):	Phone #:
Authorized Signature:	Date:
Title (printed):	
Address (City/State/ZIP):	
Email address: (required)	

Email, fax or deliver to: **City of West University Place Finance Dept.**
Attn: Accounts Payable
3800 University Blvd.
West University Place, TX 77005
accountspayable@westutx.gov
(713) 662-5804 Fax

You will receive an email confirmation each time a payment is electronically deposited to your bank account.

APPENDIX B

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	
Social security number <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>	Employer identification number <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
Sign Here	Signature of U.S. person ▶ _____ Date ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
 - or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

- (B) that the vendor has given one or more gifts described by Subsection (a); or

- (C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295****OFFICE USE ONLY**

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

☐
6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
 of _____, 20 _____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath

 Printed name of officer administering oath

 Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Appendix E

PROPOSER GUARANTEES

State of Texas, County of _____

_____, being first duly sworn disposed and says that:

- (1) He/She is the (owner, partner, officer, representative or agent) of _____, the proposer that has submitted the attached proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached proposal and all the pertinent circumstances respecting such proposal;
- (3) Such proposal is genuine and is not a collusive or sham proposal;
- (4) Neither said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interests, including the affiant, has in any way clouded, conspired, connived or agreed, directly or indirectly with any other proposer, firm or person to submit a collusive or sham proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or to fix any overhead, profit or cash element of the proposal price or the proposal price of any other proposer or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner of any person interested in the proposed contract; and the price or prices quoted in the attached proposals are fair and proper;
- (5) All responsible parties will comply with Chapter 176 Local Government Code and complete the Conflict of Interest Questionnaire (CIQ); and
- (6) All responsible parties will comply with H.B. 1295 and complete and file the Certificate of Interested Parties per section 2252.908 of the Government Code.

SIGNATURE

Subscribed and sworn to before me this _____ day of _____, 20____

NOTARY PUBLIC IN AND FOR

_____ County, _____

My commission expires: _____

Appendix F

PROPOSER WARRANTIES

- A. Proposer warrants that it is willing and able to comply with state of Texas laws with respect to foreign (non-state of Texas) corporations.

- B. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.

- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City of West University Place.

- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: _____

Name (typed or printed): _____

Title: _____

Firm: _____

Date: _____